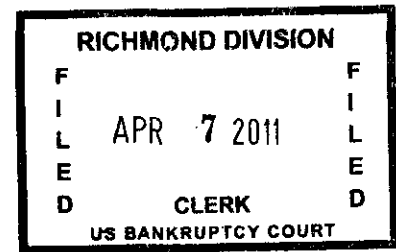


Daniel P. Holmes, Esq.  
Jessica N. Stokes, Esq.  
LERNER & HOLMES PC  
Two Center Plaza, Suite 415  
Boston, Massachusetts 02108  
Telephone: (617) 443-9470  
Telecopy: (617) 443-9471



*Counsel for GRE Grove Street One LLC,  
Landlord*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION**

In re:	:	Chapter 11
	:	
Circuit City Stores, Inc., <i>et al.</i> ,	:	Case No. 08-35653-KRH
	:	
Debtors.	:	(Jointly Administered)
	:	
	:	

**LANDLORD'S RESPONSE TO LIQUIDATING TRUST'S SEVENTEENTH  
OMNIBUS OBJECTION TO LANDLORD CLAIMS (REDUCTION OF  
CERTAIN PARTIALLY INVALID CLAIMS, RECLASSIFICATION OF  
CERTAIN MISCLASSIFIED CLAIMS, DISALLOWANCE OF CERTAIN  
INVALID CLAIMS, DISALLOWANCE OF CERTAIN LATE FILED CLAIMS,  
DISALLOWANCE OF CERTAIN DUPLICATE CLAIMS, AND  
DISALLOWANCE OF CERTAIN AMENDED CLAIMS**

GRE Grove Street One LLC, a Delaware limited liability company ("Landlord"), hereby opposes the relief requested in that certain Liquidating Trust's Seventeenth Omnibus Objection to Landlord Claims (Reduction of Certain Partially Invalid Claims, Reclassification of Certain Misclassified Claims, Disallowance of Certain Invalid Claims, Disallowance of Certain Late Filed Claims, Disallowance of Certain Duplicate Claims, and Disallowance of Certain Amended Claims), dated February 28, 2011, and filed in connection with the above-captioned cases (the "Objection") as such relief relates to Landlord's Proof of Claim, referenced in the Objection as

Claim No. 12062. This filing is hereinafter referred to as “Landlord’s Response.” Pursuant to that certain Memorandum Opinion dated February 12, 2009, entered by this court (the “Court”) in connection with the above- captioned cases, Landlord hereby moves the Court for an order granting relief in favor of Landlord for the payment of “stub rent” as a timely filed administrative claim under §§ 365(d)(3), 503(b) and 507(a)(2) of Chapter 11 of the United States Bankruptcy Code in the amount of \$4,956.23 (the “Unpaid Administrative Expenses”).

I. Landlord is owed Unpaid Administrative Expenses

On April 3, 2009, Landlord timely filed with the Court a Proof of Claim for postpetition rent due and owing pursuant to that certain Lease, dated August 27, 2002, by and between One Grove Street LLC, a Massachusetts limited liability company, predecessor-in-interest to Landlord (“Predecessor Landlord”), and Circuit City Stores, Inc. (“Debtor”), as amended by that certain First Amendment to Lease, dated April 15, 2007, by and between Predecessor Landlord and Debtor, as affected by that certain Assignment and Assumption of Leases, dated July 13, 2007, by and between Predecessor Landlord and Landlord, as extended by that certain letter dated March 21, 2008 (collectively, the “Lease”), pertaining to certain premises comprised of 8,198 square feet of rentable area located at 165 Grove Street, Franklin, Massachusetts (the “Premises”), which Lease was still of force and effect as of November 10, 2008 (the “Petition Date”). The Lease was rejected as of February 28, 2009 (the “Rejection Date”), pursuant to that certain Order Pursuant to Bankruptcy Code Sections 105(a), 365(a) and 554 and Bankruptcy Rule 6006 Authorizing Rejection of Certain Unexpired Leases of Nonresidential Real Property and Abandonment of Personal Property. A copy of the Lease was attached to Landlord’s Proof of Claim, referenced as Claim No. 12062 in the Objection, and additional copies of the Lease are available upon request, pursuant to Section (d) of the Procedures for Filing a Timely Response

and Information Regarding the Hearing on the Objection, which was attached to the Notice of the Objection.

For the time period commencing on November 11, 2008 (the day after the Petition Date), and ending on the Rejection Date (collectively, the "Accrual Period"), a total of \$24,356.69 (the "Accrued Rent") in rent and expenses accrued pursuant to the Lease. During the Accrual Period, the Circuit City Stores, Inc. Liquidating Trust (the "Liquidating Trust"), through Alfred H. Siegel, duly appointed trustee of the Liquidating Trust, rendered payment to Landlord in the total amount of only \$19,400.46 (the "Paid Rent"). Accordingly, Landlord is owed the Unpaid Administrative Expenses, which amount is calculated by subtracting the Paid Rent from the Accrued Rent. A more detailed statement of the relevant facts in support of this Landlord's Response is set forth in the affidavit attached as Exhibit A hereto.

II. Landlord is Owed Unpaid Administrative Expenses Less Than Proof of Claim

Landlord timely filed a Proof of Claim, referenced in the Objection as Claim No. 12062, for postpetition rent in the amount of \$7,085.95, which is an amount greater than the Unpaid Administrative Expenses. The amount of the Proof of Claim differed from the Unpaid Administrative Expenses because Landlord, as an accounting matter, credited Debtor's December 2008 payment of rent and other expenses to the unpaid amounts due and owing in November 2008 and showed rent and expenses for January 2009 as unpaid. Consequently, Landlord filed a Proof of Claim in the amount of \$7,085.78, which included a full 30 days of rent and expenses, rather than the 20 days of rent and expenses that accrued from the Petition Date through November 30, 2008. Thus, Landlord is entitled to the full amount of the Unpaid Administrative Expenses. Landlord hereby moves this Court to order the Liquidating Trust to render payment to Landlord in the amount of the Unpaid Administrative Expenses.

III. Landlord Notice Address

Notices to Landlord, the claimant hereunder, should be sent to the following name and address:

GRE Grove Street One LLC  
c/o Hall Royce, LLC  
40 Beach Street, Suite 203  
Manchester, MA 01944  
Attn: Denison M. Hall  
Telephone: (617) 526-8120  
Telecopy: (617) 526-7652

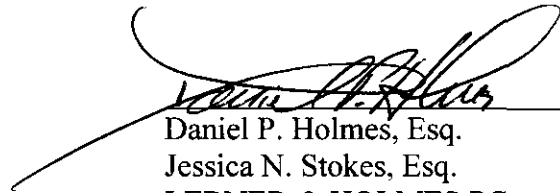
With a copy to:

Lerner & Holmes PC  
Two Center Plaza, Suite 415  
Boston, Massachusetts 02108  
Attn: Daniel P. Holmes, Esq.  
Telephone: (617) 443-9470  
Telecopy: (617) 443-9471

[Remainder of page intentionally left blank]

WHEREFORE, Landlord respectfully requests that the Court enter an Order sustaining this Landlord's Response and granting such other and further relief as the Court deems appropriate.

Dated: April 6, 2011



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Daniel P. Holmes, Esq.  
Jessica N. Stokes, Esq.  
LERNER & HOLMES PC  
Two Center Plaza, Suite 415  
Boston, Massachusetts 02108  
Telephone: (617) 443-9470  
Telecopy: (617) 443-9471

*Counsel for GRE Grove Street One LLC,  
Landlord*

**Exhibit A**

**Affidavit of Paul Krassopoulos**

I, Paul Krassopoulos, Senior Property Accountant for HallKeen Management, Inc., property manager for GRE Grove Street One LLC, a Delaware limited liability company ("Landlord"), owner of 165 Grove Street, Franklin, Massachusetts (the "Building"), do hereby declare the following:

1. Landlord is the owner of the Building and is the landlord under that certain Lease, dated August 27, 2002, by and between One Grove Street LLC, a Massachusetts limited liability company, predecessor-in-interest to Landlord ("Predecessor Landlord"), and Circuit City Stores, Inc. ("Debtor"), as amended by that certain First Amendment to Lease, dated April 15, 2007, by and between Predecessor Landlord and Debtor, as affected by that certain Assignment and Assumption of Leases, dated July 13, 2007, by and between Predecessor Landlord and Landlord, as extended by that certain letter dated March 21, 2008 (collectively, the "Lease"), pertaining to certain premises comprised of 8,198 square feet of rentable area located in the Building (the "Premises").

2. In my capacity as Senior Property Accountant, I am familiar with the amounts invoiced to Debtor and paid by Debtor during the time period commencing on November 11, 2008 (the day after the Petition Date), and ending on February 28, 2009 (collectively, the "Accrual Period").

3. Throughout the term of the Lease, Landlord sent Debtor an invoice each month indicating the amounts due and owing under the Lease for the upcoming month. Debtor typically paid each invoice on or prior to the fifth (5<sup>th</sup>) day of the month in which it was due.

4. With respect to the Accrual Period, Landlord delivered to Debtor an invoice dated November 1, 2008, and attached as Schedule 1 hereto (the "November 2008 Invoice"). Debtor did not pay the amounts due and owing as set forth in the November 2008 Invoice.

5. Landlord delivered to Debtor an invoice dated November 20, 2008, for amounts due and owing for the month of December 2008. Debtor rendered payment to Landlord for such amounts. A copy of the payment check and invoice information are attached as Schedule 2 hereto ("December 2008 Payment").

6. Landlord delivered to Debtor an invoice dated December 18, 2008, for amounts due and owing for the month of January 2009. Debtor rendered payment to Landlord for certain portions of such amounts. A copy of the payment check and invoice information are attached as Schedule 3 hereto ("January 2009 Payment").

7. Landlord delivered to Debtor an invoice dated January 27, 2009, for amounts due and owing for the month of February 2009. Debtor rendered payment to Landlord for certain portions of such amounts. A copy of the payment check and invoice information are attached as Schedule 4 hereto ("February 2009 Payment").

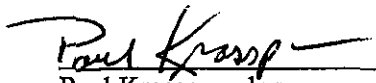
8. A copy of Landlord's accounting ledger, indicating which charges were made, which payments were received and how such charges and payments were credited, is attached as Schedule 5 hereto (the "Landlord Accounting Ledger"). To summarize, during the Accrual Period, the following expenses due from Debtor accrued under the Lease:

<u>Line Item</u>	<u>Amount Due</u>	<u>Amount Paid</u>	<u>Amount Unpaid</u>
Base Rent, November 11 – November 30, 2008	\$ 3,635.59	\$ -	\$ 3,635.59
Operating Expenses (“CAM”), November 11 – November 30, 2008	\$ 304.12	\$ -	\$ 304.12
Real Estate Taxes, November 11 – November 30, 2008	\$ 305.88	\$ -	\$ 305.88
CAM True Up, November 11 – November 30, 2008	\$ 219.85	\$ -	\$ 219.85
Base Rent, December 1 – December 31, 2008	\$ 5,453.38	\$ 5,453.38	\$ -
CAM, December 1 – December 31, 2008	\$ 456.18	\$ 456.18	\$ -
Real Estate Taxes, December 1 – December 31, 2008	\$ 458.82	\$ 458.82	\$ -
CAM True Up, December 1 – December 31, 2008	\$ 329.77	\$ -	\$ 329.77
Base Rent, January 1 – January 31, 2009	\$ 5,453.38	\$ 5,453.38	\$ -
CAM, December 1 – January 1 – January 31, 2009	\$ 456.18	\$ 456.18	\$ -
Real Estate Taxes, January 1 – January 31, 2009	\$ 458.82	\$ 458.82	\$ -
Base Rent, February 1 – February 28, 2009	\$ 5,453.38	\$ 5,453.38	\$ -
CAM, February 1 – February 28, 2009	\$ 751.50	\$ 751.50	\$ -
Real Estate Taxes, February 1 – February 28, 2009	\$ 619.84	\$ 458.82	\$ 161.02
TOTAL:	\$ 24,356.69	\$ 19,400.46	\$ 4,956.23

9. Accordingly, Landlord is owed a total of \$4,956.23 for unpaid rent and expenses that accrued under the Lease during the Accrual Period.



EXECUTED as of this sixth (6<sup>th</sup>) day of April, 2011.

  
\_\_\_\_\_  
Paul Krassopoulos,  
Senior Property Accountant

**Schedule 1 to Exhibit A**

November 2008 Invoice

(see attached)

GRE Grove Street One, LLC  
165 Grove Street  
Fanklin, MA 02241-4014

**I N V O I C E**

Circuit City Stores, Inc  
9950 Mayland Drive  
Attn: VP Real Estate & Constr  
Richmond, VA 23233-1464

Date: 11-01-08  
Account: CircCity

Amount enclosed: \_\_\_\_\_

**Please enclose this portion with your remittance.**

Make checks payable to:  
GRE Grove Street One, LLC  
P.O. Box 414014  
Boston, MA 02241-4014

Invoice for:  
Circuit City Stores, Inc  
9950 Mayland Drive  
Attn: VP Real Estate & Constr  
Richmond, VA 23233-1464

Invoice date  
11-01-2008

<u>Unit</u>	<u>Due Date</u>	<u>Description</u>	<u>Amount</u>
30-001-CU	09-30-2008	Open Credit from Ck # 4562781	158.84-
30-001-CU	11-01-2008	CAM Charge	915.00
30-001-CU	11-01-2008	Commercial Rent Bldg 1	5,294.54

Balance: 6,050.70\*

=====

**NOTE:**

**Payment upon receipt.**

**Please pay by due date to avoid late charges.**

**Schedule 2 to Exhibit A**

December 2008 Payment

(see attached)

INV DATE	INV NUMBER	AMOUNT	BATCH - VOUCHER	INV DATE	INV NUMBER	AMOUNT	BATCH - VOUCHER
11/20/08	CAM 000008337	458.18	05061738				
11/20/08	RENT 000008337	5,453.38	05061737				
11/20/08	RETAX 000008337	458.82	05061739				
CHECK NUMBER: 0004581704 VENDOR NUMBER: 0002744866 CHECK TOTALS: ****\$6,368.38							

<b>CIRCUIT CITY</b>	CIRCUIT CITY STORES, INC. (SU) 8801 MARLAND DRIVE FARMERSVILLE, VA 22603 (804) 618-6149 VENDOR NUMBER: 0002744866	BANK OF AMERICA ATLANTA, GEORGIA	CHECK NUMBER 0004581704
	<p>PAY Six thousand three hundred sixty eight and 38/100 Dollars</p> <p>TO THE ORDER OF GRE GROVE STREET ONE LLC PO BOX 414014 BOSTON, MA 02241-4014</p> <p>DATE 12/03/08</p> <p>PAY EXACTLY *****\$6,368.38</p> <p>VOID IF OVER 90 DAYS CD# NUMBER 8800806650</p> <p><i>BL</i></p> <p>VOID IF OVER 90 DAYS</p>		
<p>⑈004581704⑈ ⑆061100790⑆ 8800806650⑈</p>			

Bank of America

Batch: 8415227

LOCKBOX	BATCH	ITEM	IMAGE	DATE	AMOUNT
414014	1	1	1	December 05, 2008	\$ 6,368.38
BOSTON	SITE				

**Schedule 3 to Exhibit A**

January 2009 Payment

(see attached)

**CIRCUIT CITY**

CORCUT CITY STORES, INC. (NJ)  
BROOKLYN LAND DRIVE  
ROSELAND, N.J. 07068  
(201) 918-8148  
VENDOR NUMBER: 000274-0000

PAY TO THE ORDER OF

GRE GROVE STREET ONE LLC  
PO BOX 414014  
BOSTON, MA 02241-4014

PAY TO THE ORDER OF

DATE: 12/20/08

AMOUNT \$3,986.38

VOID IF ANY OTHER INFORMATION

VOID IF ANY OTHER INFORMATION

VOID IF ANY OTHER INFORMATION

**Batch: 8415302**

LOCKBOX	BATCH	ITEM	IMAGE	DATE	AMOUNT
414014	1	1	1	January 05, 2009	\$ 6,368.38
BOSTON					

[illegible]

**Schedule 4 to Exhibit A**

February 2009 Payment

(see attached)



Bank of America

Batch: 8415346

**CIRCUIT CITY**

CIRCUIT CITY STORES, INC. (N/A)  
8800 WILSON DRIVE  
FARMERSBURGH, VA 22039  
(800) 418-8148  
VENDOR NUMBER: 0002744806

SUNTRUST BANK  
ATLANTA, GEORGIA

CHECK NUMBER: 0004599726

PAY SIX THOUSAND SIX HUNDRED SIXTY THREE AND 70/100 DOLLARS

DATE: 02/02/09

TO THE ORDER OF GRE GROVE STREET ONE LLO  
PO BOX 414014  
BOSTON, MA 02241-4014

AMOUNT: \$6,663.70

VOID IF OVER 90 DAYS

COA NUMBER: 8800000060

VOID IF OVER \$200,000.00

⑈004599726⑈ ⑆061100790⑆ 88000000660⑈

LOCKBOX 414014 BOSTON  
BATCH 1  
ITEM 1  
IMAGE 1  
DATE February 04, 2009  
AMOUNT \$ 6,663.70

INV DATE	INV NUMBER	AMOUNT	BATCH VOUCHER	INV DATE	INV NUMBER	AMOUNT	BATCH VOUCHER
01/27/09	CAM 000008874	751.50	05118802				
01/27/09	RENT 000008873	5,453.38	05118801				
01/27/09	RETAX 000008874	458.82	05118803				

**Schedule 5 to Exhibit A**

Landlord Accounting Ledger

(see attached)

## Tenant Activity Report

HalliKaari Management Inc

Accounting Date Range: From 09-01-2008 To 04-30-2011  
Property: 307308 GRE GROVE STREET ONE, LLC

**Tenant:** CiroCity Circuit City Stores, Inc  
**Lease:** 30730930-001-CU Revlon: 0

Accounting Date	Charge Date	Charge Type	Description	Check #	Beginning Balance As of 09-01-2008	Charge	Payments	Adjustments	Apply/ Retain Credits	Apply/ Forfeit Debit	Ending Balance As of 04-30-2011
Unit: 30-001-CU											
09-01-2008	09-01-2008	CAM	CAM Charge			.915.00					
09-01-2008	09-01-2008	CMRT1	Commercial Rent Bldg 1			5,294.54					
09-04-2008	09-01-2008	CAM	CAM Payment			.00					
09-04-2008	09-01-2008	CMRT1	Commercial Rent Payment Bldg 1	4554980		.00					
09-04-2008	09-01-2008	CAM	Commercial Rent Payment Bldg 1	4554980		.00					
09-30-2008	09-30-2008	CAM	Open Credit from Ck # 4552781			.00					
09-30-2008	09-30-2008	CMRT1	CAM Payment	4552781		.00					
09-30-2008	09-30-2008	CAM	Commercial Rent Payment Bldg 1	4552781		.00					
10-01-2008	10-01-2008	CMRT1	CAM Charge			915.00					
10-01-2008	10-01-2008	CMRT1	Commercial Rent Bldg 1			5,294.54					
10-23-2008	10-23-2008	CAM	2007 CAM true up			571.02					
11-01-2008	11-01-2008	CAM	CAM Charge			5,453.37					
11-01-2008	11-01-2008	CMRT1	Commercial Rent Bldg 1			158.83					
11-02-2008	11-02-2008	CMRT1	Commercial Rent Bldg 1			.00					
11-19-2008	09-30-2008	CMRT1	Apply Credit			.00					
11-19-2008	11-02-2008	CMRT1	Apply Credit			.00					
12-01-2008	12-01-2008	CAM	CAM Charge			915.00					
12-01-2008	12-01-2008	CMRT1	Commercial Rent Bldg 1			5,453.37					
12-05-2008	12-05-2008	CMRT1	Commercial Rent Payment Bldg 1	4581704		.00					
12-05-2008	12-05-2008	CAM	CAM Payment			.00					
12-05-2008	12-05-2008	CMRT1	Open Credit ck # 4581704			.00					
12-05-2008	12-05-2008	CAM	Open Credit ck # 4581704			.00					
12-23-2008	12-23-2008	CAM	2008 CAM true up			3,957.25					
01-01-2009	01-01-2009	CAM	CAM Charge			915.00					
01-01-2009	01-01-2009	CMRT1	Commercial Rent Bldg 1			5,453.37					
01-05-2009	11-01-2008	CMRT1	CAM Payment			.00					
01-05-2009	12-01-2008	CMRT1	Commercial Rent Payment Bldg 1	4591178		.00					
01-05-2009	01-05-2009	CMRT1	Open Credit ck # 4591178			.00					
02-01-2009	02-01-2009	CAM	CAM Charge			1,371.34					
02-01-2009	02-01-2009	CMRT1	Commercial Rent Bldg 1			5,453.37					
02-04-2009	02-01-2009	CAM	CAM Payment			.00					
02-04-2009	02-01-2009	CMRT1	Commercial Rent Payment Bldg 1	4596726		.00					
03-01-2009	03-01-2009	CAM	Commercial Rent Bldg 1			.00					
03-01-2009	03-01-2009	CMRT1	CAM Charge			1,371.34					
03-01-2009	03-01-2009	CMRT1	Commercial Rent Bldg 1			5,453.37					
04-01-2009	04-01-2009	CAM	CAM Charge			1,371.34					
04-01-2009	04-01-2009	CMRT1	Commercial Rent Bldg 1			5,453.37					
05-01-2009	05-01-2009	CAM	Commercial Rent Bldg 1			.00					
05-01-2009	05-01-2009	CMRT1	Commercial Rent Bldg 1			5,453.37					
06-01-2009	06-01-2009	CAM	CAM Charge			1,371.34					
06-01-2009	06-01-2009	CMRT1	Commercial Rent Bldg 1			5,453.37					
07-01-2009	07-01-2009	CAM	CAM Charge			1,371.34					
07-01-2009	07-01-2009	CMRT1	Commercial Rent Bldg 1			5,453.37					
08-01-2009	08-01-2009	CAM	Voided - CAM Charge			.00					
08-01-2009	08-01-2009	CMRT1	Voided - Commercial Rent Bldg			.00					
08-31-2009	09-30-2008	CAM	Apply Credit			.00					
08-31-2009	10-23-2008	CAM	Apply Credit			.00					
08-31-2009	12-23-2008	CAM	Bad Debt			.00					
08-31-2009	01-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	01-05-2009	CMRT1	Apply Credit			.00					
08-31-2009	02-01-2009	CAM	Bad Debt			.00					
08-31-2009	03-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	04-01-2009	CAM	Bad Debt			.00					
08-31-2009	04-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	05-01-2009	CAM	Bad Debt			.00					
08-31-2009	05-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	05-01-2009	CAM	Bad Debt			.00					
08-31-2009	05-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
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08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009	06-01-2009	CMRT1	Bad Debt			.00					
08-31-2009	06-01-2009	CAM	Bad Debt			.00					
08-31-2009											

# Tenant Activity Report

Accounting Date Range: From 09-01-2008 To 04-30-2011  
Property: 307308 GRE Grove Street One, LLC

Accounting Date	Change Date	Change Type	Description	Check # or ID	Beginning Balance As of 09-01-2008	Charges	Payments	Adjustments	Apply/ Refund Credits	Apply/ Forfeit/ Debit	Ending Balance As of 04-30-2011
Tenant: Circuit City Circuit City Stores, Inc											
Lease: 30730830-001-CU Review: 0											
Unit: 30-001-CU											
08-31-2008	07-01-2008	CAM	Bad Debt			.00	.00	(1,371.34)	.00	.00	.00
08-31-2008	07-01-2008	CMRT1	Bad Debt			.00	.00	(5,453.37)	.00	.00	.00
09-01-2008	08-01-2008	CAM	Voided - CAM Charge			.00	.00	.00	.00	.00	.00
09-01-2008	08-01-2008	CMRT1	Voided - Commercial Rent Bldg			.00	.00	.00	.00	.00	.00
Unit 30-001-CU Totals:					.00	77,160.16	(31,978.39)	(45,181.77)	.00	.00	.00
Lease 30730830-001-CU Totals:					.00	77,160.16	(31,978.39)	(45,181.77)	.00	.00	.00
Tenant Circuit City Totals:					.00	77,160.16	(31,978.39)	(45,181.77)	.00	.00	.00
Property 307308 Totals:					.00	77,160.16	(31,978.39)	(45,181.77)	.00	.00	.00

## **LERNER & HOLMES PC**

*Attorneys at Law*

*Jessica N. Stokes*

*Direct Dial: 617.443.9472  
Email: jstokes@lh-law.com*

April 6, 2011

### **BY OVERNIGHT MAIL**

Clerk of the Bankruptcy Court  
United States Bankruptcy Court  
701 East Broad Street – Room 4000  
Richmond, Virginia 23219

Re: Circuit City Stores, Inc., Case No. 08-35653-KRH, United States Bankruptcy Court for  
the Eastern District of Virginia  
Landlord's Response to Objection

Dear Sir/Madam:

On behalf of GRE Grove Street One LLC (the "Landlord"), owner of the property located at 165 Grove Street, Franklin, Massachusetts, I have enclosed one (1) original and one (1) copy of Landlord's Response to Liquidating Trust's Seventeenth Omnibus Objection to Landlord Claims (Reduction of Certain Partially Invalid Claims, Reclassification of Certain Misclassified Claims, Disallowance of Certain Invalid Claims, Disallowance of Certain Late Filed Claims, Disallowance of Certain Duplicate Claims, and Disallowance of Certain Amended Claims) dated April 6, 2011 (the "Landlord's Response to Objection"), which Landlord hereby files in connection with the above-referenced cases.

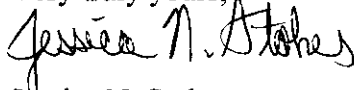
For ease of reference, Landlord's Proof of Claim for postpetition rent and expenses was identified in that certain Notice of Liquidating Trust's Seventeenth Omnibus Objection to Landlord Claims (Reduction of Certain Partially Invalid Claims, Reclassification of Certain Misclassified Claims, Disallowance of Certain Invalid Claims, Disallowance of Certain Late Filed Claims, Disallowance of Certain Duplicate Claims, and Disallowance of Certain Amended Claims), dated February 28, 2011 (the "Notice of Objection"), as Claim No. 12062.

Please date stamp the enclosed copy of the Landlord's Response to Objection and return it to me in the enclosed pre-paid Federal Express envelope.

Please forward to me copies of any additional court documentation filed since February 28, 2011 (the date of the Notice of Objection), relating to Claim No. 12062, and please do not hesitate to call me with any questions regarding the enclosed.

Clerk of the Bankruptcy Court  
United States Bankruptcy Court  
April 6, 2011  
Page 2 of 2

Very truly yours,



Jessica N. Stokes

Enclosures and return FedEx envelope enclosed

cc: Jeffrey N. Pomerantz, Esq. (By Overnight Mail and Telecopy)  
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(admitted *pro hac vice*)  
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